



Carlos Jackson
Executive Director

COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Commissioners

January 13, 2004

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AMEND ENVIRONMENTAL SERVICES AGREEMENT WITH
RINCON CONSULTANTS, INC. (ALL DISTRICTS)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 4 to the Agreement for Environmental Services with Rincon Consultants, Inc., provided in substantially final form, to increase the contract authority by \$100,000, from \$753,000 to \$853,000, to continue environmental services for Countywide housing development, public improvements and other federal and locally-funded projects, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2004.
2. Instruct the Executive Director to execute Amendment No. 4, and to use for this purpose Community Development Block Grant (CDBG) administrative funds allocated for the Twenty-ninth Program Year (July 1, 2003 through June 30, 2004) by the U.S. Department of Housing and Urban Development (HUD).

3. Authorize the Executive Director to execute any necessary further amendments to the Agreement to extend the time of performance for up to three months, revise the scope of services, and increase the compensation amount by up to \$44,500, using CDBG administrative funds, following approval as to form by County Counsel and execution by all parties.

PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION:

The number of projects requiring extensive environmental remediation exceeded the original projection, and additional funds are required to ensure environmental review services for the remainder of the fiscal year.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The original one-year contract amount was \$272,000. Subsequent amendments added two years to the term and \$481,000, for a contract amount of \$753,000.

To date, \$508,332 has been expended, leaving a total unexpended contract amount of \$244,668. Of this unexpended amount, \$166,476 is not available for carry over because the funds were not used during the respective program years for which they were approved. This leaves a balance of \$78,192 available in the contract.

Amendment No. 4 will add \$100,000 in CDBG administrative funds that have been allocated by HUD and included in the Commission's approved budget, thereby increasing the available funds to \$178,192.

A 25 percent contingency, in the amount of \$44,500, is also being set aside for unforeseen project costs, using CDBG administrative funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Community Development Commission administers the CDBG Urban County Program, the Home Investment Partnerships (HOME) Program and other federal and locally funded programs on behalf of the County of Los Angeles, and the Housing Authority. As a recipient of federal funds, the Commission is responsible for preparing environmental documents that are required by the funding agencies.

On May 15, 2001, your Board approved a one-year contract with Rincon Consultants, Inc. to assist with the preparation of the required environmental documents. As authorized by your Board, the contract was amended to add compensation and extended the term through June 30, 2004. During the term of the contract, the Commission has undertaken projects requiring extensive environmental remediation

activities that have resulted in the expenditure of most of the available contract authority. The Commission also expects to perform two focused environmental impact reports during the remaining part of this fiscal year, and must complete environmental reviews to implement projects for Fiscal Year 2004-2005. Additional funds are required to ensure the availability of environmental review services for the next six months.

Amendment No. 4 is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

This project is exempt from the provisions of the National Environmental Policy Act, pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(3), because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. It is also exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline 15061 (b)(3), because CEQA applies only to projects which have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

Amendment No. 4 will ensure that the County complies with applicable federal and state environmental rules and regulations.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachment: 1

AGREEMENT FOR ENVIRONMENTAL SERVICES

AMENDMENT NO. 4

THIS AMENDMENT No. 4 to the AGREEMENT for Environmental Services is made and entered into on _____, 2004, by and between the Community Development Commission of the County of Los Angeles, (hereinafter "Commission") and Rincon Consultants, Inc., (hereinafter "Consultant").

RECITALS

WHEREAS, on July 1, 2001, the Commission and Consultant entered into an agreement for environmental services, which was amended on July 1, 2002, June 27, 2003, and July 1, 2003 (hereinafter "Agreement"); and

WHEREAS, due to extensive environmental remediation activities, the Consultant has had to perform additional work under this Agreement; and

WHEREAS, the parties desire to amend the Agreement to increase the compensation amount;

NOW, THEREFORE, the Commission and the Consultant agree that this Agreement shall be amended as follows:

1. **Section 5 – Compensation** is amended to read as follows:

"The maximum compensation for all services, including all Consultant's costs, under the terms of this Agreement shall not exceed \$853,000. Said compensation shall be full and complete reimbursement for all of Consultant's costs associated with the service provided hereunder.

Said compensation will only be paid out of available funds received from the federal government under the Housing and Community Development Act of 1974, as amended. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of such funds by the Commission from the federal government, and for the purpose of this agreement.

2. **Other Terms and Conditions of this Agreement:** All other terms, conditions and provisions of this Agreement shall remain unchanged and in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to the Agreement to be executed as of the day and year first above written.

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES

RINCON CONSULTANTS, INC.

CARLOS JACKSON, Executive
Director

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
LLOYD W. PELLMAN, County Counsel

Deputy

Date: _____

APPROVED AS TO PROGRAM:
COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

TERRY GONZALEZ, Director
Community Development Block Grant Division

Date: _____